

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

IN RE:)	
)	
GREEN COPPER HOLDINGS, LLC)	CASE NO. 25-10088-T
EIN # xx-xxx9708)	Chapter 7
)	
COPPER TREE, INC.)	Substantively Consolidated
EIN # xx-xxx6608)	
)	
Debtors.)	

**TRUSTEE’S OBJECTION TO (i) CLAIM NO. 2-2 FILED IN COPPER TREE INC., AND
(ii) CLAIM NO. 1-2 FILED IN GREEN COPPER HOLDINGS, LLC, BY CYNTHIA
DIANE BLANCHARD (“CYNTHIA”) IN THE AMOUNT OF \$269,554.69 AND
\$285,107.88 RESPECTIVELY, WITH NOTICE OF OPPORTUNITY FOR HEARING**

Comes now the Trustee and states:

1. Cynthia has filed Proofs of Claim against both of the substantively consolidated bankruptcy estates, as follows: (i) Proof of Claim No. 2-2 filed in the Copper Tree Inc. (“Copper Tree”) in the amount of \$269,554.69, and (ii) Claim No. 1-2 filed in the Green Copper Holdings, LLC (“Green Copper”) case in the amount of \$285,107.88.¹ Collectively, these Proofs of Claim shall hereafter be referred to as the “Claim”.
2. The Claim is based on alleged “loans” made to the Debtor prior to bankruptcy and pursuant to a certain open-ended “Loan Agreement” dated September 30, 2022, allegedly executed by and between Cynthia and the Debtor, Copper Tree.
3. With respect to any and all alleged “loans”:
 - a. Cynthia was at all times material owner of approximately 90% of the shares of Copper Tree;

¹ Each Proof of Claim is a superseding amendment of an earlier-filed Proof of Claim.

- b. the initial capitalization of both Copper Tree and/or Green Copper was thin or inadequate;
 - c. at the time of the alleged loans, both Copper Tree and Green Copper were under-capitalized;
 - d. neither Copper Tree nor Green Copper had the ability to borrow funds from outside lending institutions;
 - e. the “loans” had no fixed maturity date;
 - f. repayment of the alleged “loans” was contingent on the future success of Copper Tree and/or Green Copper;
 - g. upon information and belief, Cynthia made no pre-petition demand for repayment of the alleged “loans”.
 - h. upon information and belief, some of the alleged “loans” did not involve the transfer of monies but rather services performed.
4. The alleged loans constituted equity capital contributions which are subordinated to the claims of general unsecured creditors.
5. The Trustee reserves the right to object to specific “advances” under the Loan Agreement in the event the Loan Agreement is characterized as representing debt rather than equity.
6. Cynthia acknowledges that, at most, she is entitled to allowance of only one of her filed Proofs of Claim in this substantively consolidated estate.
7. The Trustee intends to seek an order of the Court recharacterizing the advances under the Loan Agreement as equity capital and disallowing the Claim as a general unsecured claim.

NOTICE OF OPPORTUNITY FOR HEARING - Your rights may be affected. You should read this document carefully and consult your attorney about your rights and the effect of this document. If you do not want the Court to grant the requested relief, or you wish to have your views considered, you must file a written response or objection to the requested relief with the Clerk of the United States Bankruptcy Court for the Northern District of Oklahoma, 224 South Boulder, Tulsa, Oklahoma 74103 no later than 33 days from the date of filing of this request for relief. You should also serve a file-stamped copy of your response or objection to the undersigned movant/movant's attorney [and others who are required to be served] and file a certificate of service with the Court. If no response or objection is timely filed, the Court may grant the requested relief without a hearing or further notice. The 33-day period includes the three (3) days allowed for mailing provided for in Fed. R. Bankr. P. 9006(f).

Respectfully Submitted by:

/s/ Patrick J. Malloy III
Patrick J. Malloy III, OBA #5647
MALLOY LAW FIRM, P.C.
401 S. Boston Ave. Suite 500
Tulsa, Oklahoma 74103
Telephone: 918-699-0345
Fax: 918-699-0325
ATTORNEYS FOR TRUSTEE